

Call To Order

The regular council meeting was called to order at 6:00 p.m. by Mayor Frith. Councilmembers Arnold, Bottorff and Sheppard were present. Vice-mayor Thompson was absent. Staff present: City Administrator Pete Carr, City Attorney Greg Einhorn, City Planner Scott Friend, City Engineer Steve Speights and City Clerk Roben Dewsnap.

1. COMMUNITY PARTICIPATION: None

2. NEW BUSINESS:

Annual Financial Audit: City Auditor Don Reynolds presented the city financial statements and the independent auditor's report to council. It was his opinion the financial statements did reflect the financial position and the results of operation for the City of Biggs fairly, in accordance with the Generally Accepted Accounting Principles for the year ended June 30, 2011. The city does suffer from the lack of separation of duties; however, there is not budget to resolve this but the city has done an excellent job creating mitigating controls. He saw healthy financial management.

Mayor Frith asked if volunteers could be used to help with separation of duties. Mr. Reynolds stated qualified volunteers could be used with an adequate level of oversight to ensure proper workflow.

Councilmember Bottorff suggested accepting the results of the financial audit. Council concurred.

5. K. 2. Mayor Frith asked to move the Introduction of the Draft Policy for Use of Volunteers forward. Council agreed.

Mr. Carr stated this was an introduction of draft policy for the use of volunteers. He discussed traditional uses of volunteers and suggested addition volunteer opportunities such as office work, grant searching, historic document collection and archiving, parks maintenance, system technology, on-call graffiti removal, or library maintenance and upgrades.

Mr. Carr reviewed best practices for volunteers and implementing work-like supervision, as well as challenges and concerns.

Resident Mary Frith stated her interest in this program. She knew of BCAV members and other individuals who would like to help the city.

Officer Dean Price suggested other opportunities for volunteer use included in the city contract such as animal control, RSVP's, chaplains, or interns.

Council concurred this was a good idea and asked Mr. Carr to come back with more information.

3. ORDINANCES:

A. Council was asked to consider changing the schedule for regular monthly meetings to the second Tuesday of the month at 6:30 p.m.

FIRST READING OF ORDINANCE NO. 393 "AN ORDINANCE OF THE CITY OF BIGGS AMENDING THE REGULAR DAY AND THE STANDRAD HOUR FOR THE COMMENCEMENT OF REGULAR COUNCIL MEETINGS". (Bottorff/Arnold, MCU; Absent: Thompson)

- B. City Attorney Greg Einhorn stated at the last council meeting, council was asked to consider the potential amendments to the Biggs Municipal Code regarding Abatement of Nuisance: Medical Marijuana. This would limit the growth to patients and limit the growth to a safe and secure location, not inside the house and not outside. At the last meeting, council suggested cultivation be prohibited 500 feet of school, churches and parks, but staff suggested the prohibition be 300 feet. The option of a greenhouse should be stricken from the ordinance.

Mayor Frith asked to include in the ordinance a requirement that the City of Biggs receive information from the police department on marijuana citations. He also asked a height limitation on the growing structure be included in the ordinance.

Councilmember Arnold suggested cultivation be prohibited 500 feet of school, churches and parks.

Motion/Second to keep the prohibition at 500 feet. (Arnold/Bottorff, MCU; Absent: Thompson)

Council concurred that the ordinance should include language that opens communication between the police department and the city with every citation issued for medical marijuana violation. The ordinance should also include the reference to the structure size.

4. CONSENT CALENDAR:

- A. Approval of Council Minutes for Regular Meeting of January 23, 2012.
- B. Approval of warrants: #25889 - 26002; #8102 - 8117; Z00581 - Z00598 for month of January 2012 in the amount of \$493,807.47.
- C. Acknowledge receipt of Police Department Report for January 2012.
- D. Acknowledge receipt of Gridley-Biggs Animal Control Officer Report for January 2012.
- E. Acknowledge receipt of Biggs Fire Department Report for January 2012 and Final Statistics report for 2011.
- F. Acknowledge receipt of accountant's Monthly Cash and Investments Report for December 2011 and January 2012, Recap of Discretionary Funds, and Funds with Restricted Uses.
- G. Adopt Proclamation, "CONGENITAL HEART DEFECT AWARENESS WEEK FEBRUARY 7 - 14, 2012."
- H. Approve Policy for Retiree Health Benefits.
- I. Approve Policy for Sale of Surplus Assets.
- J. AB 2514: Publicly Owned Utilities - Energy Storage Systems
Consideration and Direction to Staff: Initiate process to determine appropriate targets, if any, to procure viable and cost-effective energy storage systems pursuant to the above-referenced legislation.

Mayor Frith asked to remove items H and I from the consent calendar for further discussion later in the meeting.

Motion/Second to approve the balance of the consent calendar. (Bottorff/Sheppard, MC; Absent: Thompson)

5. DEPARTMENT REPORTS:

A. Engineering:

1. City Engineer Steve Speights stated the activity report in the agenda packet was out of date. The NEPA document for the Sixth Street Bridge Replacement had been received from Caltrans.

The plan check had been completed for the Phase 2 Improvement Plans at SunWest Mill and the deed had been recorded for the lot line adjustment.

The engineer was attending meetings with other communities that discharge wastewater to agriculture drains.

2. Mr. Speights asked council to approve funding for a Safe Routes to School Program application. The project limit was \$500,000 with a \$45,000 match from the city. The cost to prepare the application would be \$6,500.

Motion/Second to expend \$6,500 for use in preparation of application.
(Arnold/Bottorff, MC; Noes: Frith; Absent: Thompson)

3. Mr. Speights asked for direction on four different items relating to the Waste Water Treatment Plant Project. First: What type of loan to apply for? Second: The schedule for raising sewer rates. Third: Whether the city wished to reimburse the Sewer Improvement Fund for \$400,000 already expended on the project. He suggested about \$200,000 be reimbursed into the fund. Fourth: How the city planned to continue funding the Waste Water Treatment Plant project? Mr. Speights reviewed five options for financing the project.

Mr. Speights recommended option 4 which results in the lowest cost of the project over the life of the loan, i.e. payment of principal and interest, and requires the smallest rate increase. Option 4 includes a combined USDA grant and loan and a loan from the State Revolving Fund. It also includes a contribution of \$200,000 of City General Fund monies, but reimburses the Sewer Improvement Fund about \$200,000. Option 4 requires the City to continue funding the project with a loan from the electric utility reserve and not using a bridge loan.

Motion/Second to opt for option 4 and direct staff to move forward. (Frith/Sheppard, MCU; Absent: Thompson)

B. Planning:

1. City Planner Scott Friend reviewed the Activity Report for January 2012 – February 2012 included in the agenda packet.
2. Mr. Friend presented a follow-up to modifying the fence code. Two basic aspects to the code would require a fence permit and an encroachment permit. The applicant would also sign an acknowledgement stating the fence was being placed on city property.

Councilmember Arnold asked that the agreement go along with the property in a legal agreement that would be notarized and a recording fee paid.

Mr. Friend would bring back an administrative package explaining the procedure.

- C. Public Safety. Assistant Chief Price explained when 10 or more individuals assemble in public, a permit must be obtained from the police department.
- D. Sutter Butte Flood Control: Nothing to report.
- E. Pubic Works: Councilmember Arnold reported on a sewer line repair at Sixth and Aleut Streets.
- F. Electric. Mayor Frith explained the consent calendar item referring to Publicly Owned Utilities – Energy Storage Systems. LEC is on or ahead of schedule.
- G. BCAG/Air Quality: Noting to report.
- H. Solid Waste: Nothing to report.
- I. Mosquito Abatement. Councilmember Sheppard reported the mosquito population has increased. There are two new trustee members.
- J. Other commission reports. None
- K. City Administrator.

Mr. Carr requested Council approve a share of costs for participation in a new project to provide database systems for the Public Benefits Program. The cost would be \$2,175 this fiscal year and \$2,200 in each of the following five fiscal years. Much of the cost is already imbedded in NCPA Commission-approved budgets for this fiscal year. A portion of the cost is to offset NCPA's agency cost and place the cost burden more squarely on the responsibility of those members who are participating. The cost to Biggs above the already imbedded costs come to \$4,480.70 spread over the six years.

Motion/Second to direct staff to participate in this program. (Bottorff/Sheppard, MCU; Absent: Thompson)

4. CONSENT CALENDAR: Items H and I further discussion

- H. Retiree Health Benefits Policy: Mayor Frith felt council should take a better look at the policy and suggested bringing this item back. He was concerned about the surviving spouse benefit as well as the administration fee.
- I. Policy for Sale of Surplus Assets: Mayor Frith felt the draft policy should be further studied.

Motion/Second to bring items H & I back with further clarification. (Arnold/Bottorff, MCU; Absent: Thompson)

6. INFORMATIONAL:

Mr. Carr asked if council should continue sending out the EcoHome Brochures. He stated he would not renew unless he heard positive comments. Council members expressed no opinions on it, but did ask if a more local publication was available.

Mr. Carr informed council he had received three responses on the RFP for the city server. Should he bring this back to council or should he make a decision on his own. Mr. Einhorn did not believe the city would be obligated to take the lowest bid on this issue. Mr. Carr would bring this back for council consideration.

Mr. Carr stated the only way the city can qualify for the Super NOFA was to update the city's income survey. The city has a part-time employee who is willing to complete this survey as an additional project.

7. ADJOURNMENT: Meeting was adjourned at 9:50 p.m.

ATTEST:

Roben Dewsnap, CITY CLERK

APPROVED:

Roger L. Frith, MAYOR

REPORT.: Mar 02 12 Friday
 RUN....: Mar 02 12 Time: 08:35
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 02-12 BANK ACCOUNT 1010

PAGE:
 ID #: P
 CTL.:

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
02-12	026003	02/07/12	ALL09 (James Allee)		239.95	.00	239.95	Automatic Generated C
	026004	02/07/12	AME00 (American Express)		201.82	.00	201.82	Automatic Generated C
	026005	02/07/12	ATT02 (AT&T)		316.03	.00	316.03	Automatic Generated C
	026006	02/07/12	BEN02 (Bennett Engineering Services, Inc.)		8,532.80	.00	8,532.80	Automatic Generated C
	026007	02/07/12	CAL02 (Cal Rural Water Assoc.)		500.00	.00	500.00	Automatic Generated C
	026008	02/07/12	CAL29 (CalPERS)		66,649.00	.00	66,649.00	Automatic Generated C
	026009	02/07/12	COR01 (CORBIN WILLITS SYSTEM INC)		328.95	.00	328.95	Automatic Generated C
	026010	02/07/12	DEL01 (Preferred Benefit)		731.80	.00	731.80	Automatic Generated C
	026011	02/07/12	GRI04 (City of Gridley)		56,060.30	.00	56,060.30	Automatic Generated C
	026012	02/07/12	GRI05 (Gridley Medical Group Inc)		15.00	.00	15.00	Automatic Generated C
	026013	02/07/12	NEX01 (Nextel Communications)		238.97	.00	238.97	Automatic Generated C
	026014	02/07/12	SEI01 (Roy R. Seiler, CPA)		1,909.36	.00	1,909.36	Automatic Generated C
	026015	02/07/12	SEL02 (Select Janitorial Services, Inc.)		206.00	.00	206.00	Automatic Generated C
	026016	02/07/12	UNI04 (Univar USA Inc)		3,767.37	.00	3,767.37	Automatic Generated C
	026017	02/07/12	VIS00 (VistaNet Inc)		120.00	.00	120.00	Automatic Generated C
	026018	02/07/12	VSP01 (Vision Service Plan-(CA))		140.00	.00	140.00	Automatic Generated C
	026019	02/07/12	WAS04 (Waste Management)		9,606.00	.00	9,606.00	Automatic Generated C
	026020	02/16/12	NCPA (Northern CA Power Agency)		114,626.00	.00	114,626.00	Automatic Generated C
	026021	02/16/12	AFL01 (Aflac)		165.00	.00	165.00	Automatic Generated C
	026022	02/16/12	AIR00 (Airgas-NCN, Inc.)		24.33	.00	24.33	Automatic Generated C
	026023	02/16/12	ARA01 (Aramark Uniform Services)		299.72	.00	299.72	Automatic Generated C
	026024	02/16/12	BUT03 (Butte Auto Parts)		187.10	.00	187.10	Automatic Generated C
	026025	02/16/12	CUR01 (L. N. CURTIS & SONS)		364.65	.00	364.65	Automatic Generated C
	026026	02/16/12	DOJ01 (Double J Enterprises)		1,428.50	.00	1,428.50	Automatic Generated C
	026027	02/16/12	EDD01 (Employment Development Department)		2,460.02	.00	2,460.02	Automatic Generated C
	026028	02/16/12	EFF00 (Efficiency Services Group LLC)		275.00	.00	275.00	Automatic Generated C
	026029	02/16/12	EIN01 (Gregory P. Einhorn)		5,810.00	.00	5,810.00	Automatic Generated C
	026030	02/16/12	ESC01 (Escudero Web Services)		431.25	.00	431.25	Automatic Generated C
	026031	02/16/12	GEN00 (General Pacific, Inc.)		3,891.03	.00	3,891.03	Automatic Generated C
	026032	02/16/12	GRI01 (Gridley Honda, Inc.)		122.13	.00	122.13	Automatic Generated C
	026033	02/16/12	GRI04 (City of Gridley)		40,758.40	.00	40,758.40	Automatic Generated C
	026034	02/16/12	HAR05 (Harshbarger Ace Hardware)		907.96	.00	907.96	Automatic Generated C
	026035	02/16/12	HEL03 (Helena Chemical Company)		240.89	.00	240.89	Automatic Generated C
	026036	02/16/12	HOM01 (Home Depot Credit Service)		24.01	.00	24.01	Automatic Generated C
	026037	02/16/12	KYO01 (Kyocera Mita America Inc)		129.04	.00	129.04	Automatic Generated C
	026038	02/16/12	LAK02 (Lakeview Petroleum)		3,222.91	.00	3,222.91	Automatic Generated C
	026039	02/16/12	LES02 (Les Schwab Tire Center Inc)		454.60	.00	454.60	Automatic Generated C
	026040	02/16/12	MAC01 (Mac's Hardware & Rental)		189.63	.00	189.63	Automatic Generated C
	026041	02/16/12	NOR02 (North Valley Barricade, Inc.)		1,090.74	.00	1,090.74	Automatic Generated C
	026042	02/16/12	NOR05 (NORMAC)		288.27	.00	288.27	Automatic Generated C
	026043	02/16/12	OFF00 (OFFICE DEPOT)		39.51	.00	39.51	Automatic Generated C
	026044	02/16/12	PET01 (Petty Cashier)		24.27	.00	24.27	Automatic Generated C
	026045	02/16/12	PGE01 (PACIFIC GAS & ELECTRIC CO)		421.02	.00	421.02	Automatic Generated C
	026046	02/16/12	PLA03 (Playcraft Direct)		342.02	.00	342.02	Automatic Generated C

REPORT.: Mar 02 12 Friday
 RUN...: Mar 02 12 Time: 08:35
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 02-12 BANK ACCOUNT 1010

PAGE: 001
 ID #: PY-CI
 CTL.: BII

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
02-12	026047	02/16/12	PMC01 (PMC, Inc.)		11,766.92	.00	11,766.92	Automatic Generated Chec
	026048	02/16/12	QUI01 (Quill Corporation)		589.77	.00	589.77	Automatic Generated Chec
	026049	02/16/12	R&K01 (R & K Stump Grinding)		350.00	.00	350.00	Automatic Generated Chec
	026050	02/16/12	REN01 (Rental Guys)		58.99	.00	58.99	Automatic Generated Chec
	026051	02/16/12	SAF02 (Safety Line)		354.37	.00	354.37	Automatic Generated Chec
	026052	02/16/12	TRI03 (Tri-City Powered Equipment)		74.00	.00	74.00	Automatic Generated Chec
	026053	02/16/12	VAL01 (Valley Truck & Tractor Co.)		105.63	.00	105.63	Automatic Generated Chec
	026054	02/16/12	WAS02 (Hayden Wasser)		471.08	.00	471.08	Automatic Generated Chec
	026055	02/16/12	WAS04 (Waste Management)		1,980.29	.00	1,980.29	Automatic Generated Chec
	026056	02/16/12	YUB01 (City of Yuba City)		2,033.40	.00	2,033.40	Automatic Generated Chec
	026057	02/16/12	BIG04 (Biggs High School)		185.00	.00	185.00	Automatic Generated Chec
	026058	02/29/12	ALL01 (All Metals Supply, Inc.)		279.43	.00	279.43	Automatic Generated Chec
	026059	02/29/12	AME06 (American Fidelity Assurance)		178.50	.00	178.50	Automatic Generated Chec
	026060	02/29/12	BEN02 (Bennett Engineering Services, Inc)		17,014.95	.00	17,014.95	Automatic Generated Chec
	026061	02/29/12	BUT04 (Butte County Clerk Recorder)		26.00	.00	26.00	Automatic Generated Chec
	026062	02/29/12	CAL08 (California Diesel & Power)		467.50	.00	467.50	Automatic Generated Chec
	026063	02/29/12	CAR04 (Peter R. Carr)		102.20	.00	102.20	Automatic Generated Chec
	026064	02/29/12	CDF01 (Depart of Forestry & Fire Protect		34,020.81	.00	34,020.81	Automatic Generated Chec
	026065	02/29/12	COR01 (CORBIN WILLITS SYSTEM INC)		328.95	.00	328.95	Automatic Generated Chec
	026066	02/29/12	DEW01 (Roben Dewsnap)		142.48	.00	142.48	Automatic Generated Chec
	026067	02/29/12	FAM01 (Family T-Shirt Factory)		241.43	.00	241.43	Automatic Generated Chec
	026068	02/29/12	FEA01 (Feather River Concrete Products)		494.60	.00	494.60	Automatic Generated Chec
	026069	02/29/12	FLE02 (Flex Account Administration)		100.00	.00	100.00	Automatic Generated Chec
	026070	02/29/12	GRI04 (City of Gridley)		3,587.49	.00	3,587.49	Automatic Generated Chec
	026071	02/29/12	LEA01 (League of California Cities)		50.00	.00	50.00	Automatic Generated Chec
	026072	02/29/12	MAT00 (Marlee Mattos)		73.26	.00	73.26	Automatic Generated Chec
	026073	02/29/12	MAX01 (Maximum Security Systems)		78.75	.00	78.75	Automatic Generated Chec
	026074	02/29/12	NEX01 (Nextel Communications)		203.11	.00	203.11	Automatic Generated Chec
	026075	02/29/12	OFF01 (Office Depot)		124.10	.00	124.10	Automatic Generated Chec
	026076	02/29/12	PRI02 (PLIC - SBD Grand Island)		126.46	.00	126.46	Automatic Generated Chec
	026077	02/29/12	PUB02 (Calif Public Employees')		10,636.99	.00	10,636.99	Automatic Generated Chec
	026078	02/29/12	REM02 (Remax Altima Realty)		150.00	.00	150.00	Automatic Generated Chec
	026079	02/29/12	REY01 (Donald R. Reynolds, CPA)		6,000.00	.00	6,000.00	Automatic Generated Chec
	026080	02/29/12	RIG01 (Right Way Pest Control)		119.00	.00	119.00	Automatic Generated Chec
	026081	02/29/12	ROT02 (Rotary Club of Gridley)		268.00	.00	268.00	Automatic Generated Chec
	026082	02/29/12	SCORE (Small Cities Organized Risk Effort		5,032.00	.00	5,032.00	Automatic Generated Chec
	026083	02/29/12	SEL02 (Select Janitorial Services, Inc.)		206.00	.00	206.00	Automatic Generated Chec
	026084	02/29/12	STG01 (Vona L Brown DBA)		638.14	.00	638.14	Automatic Generated Chec
	026085	02/29/12	SUN01 (SUNWEST MILLING CO, INC)		1,926.68	.00	1,926.68	Automatic Generated Chec
	026086	02/29/12	UNI04 (Univar USA Inc)		1,012.44	.00	1,012.44	Automatic Generated Chec
	026087	02/29/12	VIS00 (VistaNet Inc)		325.00	.00	325.00	Automatic Generated Chec
	026088	02/29/12	VSP01 (Vision Service Plan-(CA))		110.96	.00	110.96	Automatic Generated Chec

Total for Bank Account 1010 -----> 429,816.03 .00 429,816.03

Grand Total of all Bank Accounts -----> 429,816.03 .00 429,816.03

Report.: 02/29/12
 Run On.: 02/29/12
 Time...: 15:31
 Run By.: Roben Dewsnap

Month End Warrant Register

Page.: 00001
 Id...: SPMEM
 Ctl...: BIG
 Prog.: SP0260

Warrant Num P#	Date	Payroll Number	Period Begin End	*** Employee or Vendor *** Nbr Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
8122 00	02/03/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	B20201		1326.82
8122 01	02/03/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	1B20201		1777.37
8122 02	02/03/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	2B20201		495.62
							TOTAL FOR VENDOR BOA01:		3599.81
8123 00	02/03/12	VENDOR PAYMENT	-----	CAL10 CalPERS	02-12	INVOICE NO.:	B20201		74.41
							TOTAL FOR VENDOR CAL10:		74.41
8124 00	02/03/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	B20201		422.01
8124 01	02/03/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	1B20201		170.90
							TOTAL FOR VENDOR EDD01:		592.91
8125 00	02/03/12	VENDOR PAYMENT	-----	PUB01 PERS-Retirement Syst	02-12	INVOICE NO.:	B20201		2654.26
8126 00	02/17/12	4of24 02/01/12 02/15/12			02-12	297.28	19.77	.00	277.51
							TOTAL FOR VENDOR PUB01:		2654.26
8127 00	02/17/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	B20215		1309.25
8127 01	02/17/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	1B20215		1746.11
8127 02	02/17/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	2B20215		486.90
							TOTAL FOR VENDOR BOA01:		3542.26
8128 00	02/17/12	VENDOR PAYMENT	-----	CAL10 CalPERS	02-12	INVOICE NO.:	B20215		74.41
							TOTAL FOR VENDOR CAL10:		74.41
8129 00	02/17/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	B20215		423.41
8129 01	02/17/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	1B20215		167.90
							TOTAL FOR VENDOR EDD01:		591.31
8130 00	02/17/12	VENDOR PAYMENT	-----	LAB02 Laborers Local 185	02-12	INVOICE NO.:	B20215		174.00
							TOTAL FOR VENDOR LAB02:		174.00
8131 00	02/17/12	VENDOR PAYMENT	-----	PUB01 PERS-Retirement Syst	02-12	INVOICE NO.:	B20215		2663.00
8132 00	02/28/12	2of12 02/01/12 02/29/12			02-12	300.00	19.95	.00	280.05
8133 00	02/28/12	2of12 02/01/12 02/29/12			02-12	300.00	19.95	.00	280.05
8134 00	02/28/12	2of12 02/01/12 02/29/12			02-12	300.00	19.95	.00	280.05
8135 00	02/28/12	2of12 02/01/12 02/29/12			02-12	300.00	19.95	.00	280.05
8136 00	02/28/12	2of12 02/01/12 02/29/12			02-12	300.00	19.95	.00	280.05
							TOTAL FOR VENDOR PUB01:		2663.00
8137 00	02/28/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	B20228		.00
8137 01	02/28/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	1B20228		156.00
8137 02	02/28/12	VENDOR PAYMENT	-----	BOA01 BANK OF AMERICA, NT&	02-12	INVOICE NO.:	2B20228		43.50
							TOTAL FOR VENDOR BOA01:		199.50
8138 00	02/28/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	B20228		.00
8138 01	02/28/12	VENDOR PAYMENT	-----	EDD01 Employment Developme	02-12	INVOICE NO.:	1B20228		15.00
Z00599 00	02/03/12	3of24 01/16/12 01/31/12			02-12	1770.38	501.34	1269.04	.00
Z00600 00	02/03/12	3of24 01/16/12 01/31/12			02-12	3720.73	1035.93	2684.80	.00
Z00601 00	02/03/12	3of24 01/16/12 01/31/12			02-12	2060.93	572.60	1488.33	.00
Z00602 00	02/03/12	3of24 01/16/12 01/31/12			02-12	297.15	19.76	277.39	.00
Z00603 00	02/03/12	3of24 01/16/12 01/31/12			02-12	1552.52	366.77	1185.75	.00
Z00604 00	02/03/12	3of24 01/16/12 01/31/12			02-12	1810.47	404.36	1406.11	.00
Z00605 00	02/03/12	3of24 01/16/12 01/31/12			02-12	1398.33	355.54	1042.79	.00

Report.: 02/29/12
 Run On.: 02/29/12
 Time...: 15:31
 Run By.: Roben Dewsnap

Month End Warrant Register

Page.: 00002
 Id...: SPMEM
 Ctl...: B16
 Prog.: SP0260

Warrant Num	P#	Date	Payroll Number	Period Begin	End	*** Employee or Vendor *** Nbr	Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
Z00606	00	02/03/12	3of24	01/16/12	01/31/12			02-12	2629.54	707.52	1922.02	.00
Z00607	00	02/03/12	3of24	01/16/12	01/31/12			02-12	2849.21	911.65	1937.56	.00
Z00608	00	02/17/12	4of24	02/01/12	02/15/12			02-12	1847.08	523.01	1324.07	.00
Z00609	00	02/17/12	4of24	02/01/12	02/15/12			02-12	3720.73	1035.92	2684.81	.00
Z00610	00	02/17/12	4of24	02/01/12	02/15/12			02-12	1868.48	522.46	1346.02	.00
Z00611	00	02/17/12	4of24	02/01/12	02/15/12			02-12	1403.18	339.47	1063.71	.00
Z00612	00	02/17/12	4of24	02/01/12	02/15/12			02-12	1826.14	407.31	1418.83	.00
Z00613	00	02/17/12	4of24	02/01/12	02/15/12			02-12	1220.51	322.90	897.61	.00
Z00614	00	02/17/12	4of24	02/01/12	02/15/12			02-12	2629.54	707.51	1922.03	.00
Z00615	00	02/17/12	4of24	02/01/12	02/15/12			02-12	2975.66	964.60	2011.06	.00

37377.86	9818.17	25881.93	15858.63
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25,014.43

	Current Month	Year to Date 2012
Accidents Fatal	0	0
Accidents Personal Injury	1	1
Accidents Pedestrians	0	0
Accidents PropertyDamage	0	0
Hit and Run PDO	0	0
Hit and Run Injury	0	0
Accidents Total	1	1
Moving Violation Citations	3	5
Non-Moving Violations	5	5
Speeding Citations	0	0
Traffic Citations-Total	8	10
Traffic Stops	44	59
D.U.I. Arrests	0	0



City of
Gridley

City of Gridley Gridley-Biggs Police Department



GARY D. KEELER
Chief of Police



GRIDLEY BIGGS POLICE DEPARTMENT

CITY OF BIGGS MONTH IN REVIEW

February, 2012

CALLS FOR SERVICE

911	12
ANIMAL	12
AREA CHECK	19
ATTEMPT TO CONTACT	2
ATTEMPT TO SERVE	4
BATTERY	1
BE ON THE LOOK OUT	5
BIKE TRAFFIC	3
BURGLARY	1
BUSINESS CHECK	3
CITIZEN FLAG DOWN	3
CIVIL STANDBY	4
DISTURBANCE	4
DMV NOTIFICATION	1
DOG BITE	1
DRIVING WHILE SUSPENDED	2
DRUG RELATED COMPLAINT	1
EXTRA PATROL REQUEST	1
FIELD INVESTIGATION	2
ID THEFT	1
INFORMATION	2
INJURY ACCIDENT	1
JUVENILE PROBLEM	2
OUTSIDE ASSIST	2
PARKING COMPLAINT	1
PEDESTRIAN CHECK	3
PETTY THEFT	2
REPOSSESSED VEHICLE	1
SUSPICIOUS CIRCUMSTANCES	9
THREATS	1
TRAFFIC STOPS	44
UNLICENSED DRIVER	2
VANDALISM	1
WARRANT	1
WELFARE CHECKS	1

ARREST CRIME REPORT

ADULTS

BATTERY	1
DRIVING WHILE SUSPENDED	2
POSS. OF CONTROLLED SUBSTANCE	1
VIOLATION OF PROBATION	1
WARRANT	1

JUVENILE

GRIDLEY-BIGGS POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
CITY OF BIGGS

February, 2012

TYPE	THIS MONTH	YEAR TO DATE	2011
		2012	YEAR TO DATE
# OF ARREST			
ADULTS	6	12	23
JUVENILE	0	1	2
# OF CITATIONS			
TRAFFIC/CRIMINAL	9	12	20
MISC CALLS FOR SERVICE			
	155	262	273
# OF CRIMES REPORTED			
FELONY	1	2	6
MISDEMEANOR	11	17	18
# OF WARRANT ARREST			
ADULT	1	5	5
JUVENILE	0	0	0
# OF 911 CALLS			
	12	18	26

**GRIDLEY BIGGS POLICE DEPARTMENT
CITY OF BIGGS MONTH IN REVIEW**

February. 2012

PERSONNEL

2/8/2012 RSVP Macey resigned from the RSVP program

02/092012 Appointed three new R.S.V.P's, Ken Little, Wyatt Horn and Janice White.

TRAINING

02/05-02/10 Officer Reinhardt attended Crisis Intervention Training in Chico.

2/23/2012 Officer Roberts attended Taser training in Oroville.

2/23/2012 Officer Rodriguez and Bassett attended YCAGE in Yuba City.

2/29/2012 Officer Farr, Roberts, Rodriguez and Harr along with Dispatcher Carrillo and Stopplemore SIMS training held at Gridley Fairgrounds.

NOTES

2/8/2012 Chief Keeler attended a luncheon in honor of RSVP Macey's to show appreciation for her years of service to the Department

2/15/2012 Chief Keeler attended Former RSVP Paul Deaner's funeral.

2/16/2012 Assist. Chief Price attended LEA and BINTF meeting in Chico.

2/22/2012 Chief Keeler met with Ann Dickman from Butte County Health Dept. in reference to Children's death stats.

2/23/2012 Chief Keeler and Assist. Chief Price attended Judge Howell's retirement ceremony.

Response times for this month are as follows:

Priority 1 Events that involve injury, are life threatening or in progress

Priority 2 Events that involve property loss or damage

Priority 3 Other events that do not involve injury, threat of life, property loss or damage.

Priority 1 3 minutes

Priority 2 4 minutes

Priority 3 24 minutes

MONTHLY REPORT OF LOCAL RABIES CONTROL ACTIVITIES

For Biggs February, 2012

City of Biggs Animal Control

Total calls for service: 12

RABIES VACCINATION AND LICENSING	A. Number of "Actual Cost" rabies public vaccination clinics held	0	
	B. Number of animal control citations issued for rabies vaccination and licensing violations	0	
		Dogs	Cats
	C. Dogs and cats vaccinated in "Actual Cost" public vaccination clinics	0	0
	D. Dogs and cats licensed in "Actual Cost" public vaccination clinics	0	0
CANINE AND FELINE RABIES CONTROL	E. Total number of dogs and cats LICENSED in jurisdiction	128	0
	F. Dogs and cats on hand in the shelter February 1, 2012 (carried over from January 31, 2012)	1	0
	G. Dogs and cats entering the shelter, TOTAL: (Total should equal sum of 1 to 5 below)	8	3
	1. Dogs and cats captured by Animal Control Officers	3	3
	2. Dogs and cats surrendered by owners (not including those surrendered for quarantine)	2	0
	3. Dogs and cats surrendered by the public G1 THROUGH G5	2	0
	4. Dogs and cats impounded for animal bite quarantines ARE	1	0
	5. Dogs and cats transferred from another shelter MUTUALLY EXCLUSIVE	0	0
	H. Disposition of dogs and cats entering shelter, TOTAL: (Total should equal sum of F. plus 1 to 6 below)	6	3
	1. Dogs and cats reclaimed by owner	1	0
	2. Dogs and cats adopted by new owners H1 THROUGH H6	0	0
	3. Dogs and cats euthanized ARE	2	3
	4. Dogs and cats died of other causes MUTUALLY EXCLUSIVE	0	0
	5. Dogs and cats stolen, escaped, etc.	0	0
	6. Dogs and cats transferred to another shelter	3	0
ANIMAL BITE REPORTING	I. Dead dogs and cats collected (excluding F, G, and H above)	1	0
	J. Dogs and cats on hand in the shelter February 29, 2012 (to be carried over to March 1, 2012)	2	0
	K. Animal bites reported, TOTAL: (Total should be the sum of 1 and 2 below)	1	
		Dogs	Cats
	1. DOG and CAT bites reported, TOTAL: (Total should be the sum of a, b, c, and d below)	1	0
	a. Licensed	0	0
	b. Vaccinated only	0	0
	c. Neither licensed or vaccinated (but owned)	1	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported, TOTAL: (Total should be the sum of a and b below)	0	
	a. Other domestics (excluding cats)	0	
	b. Wild	0	

Other Animals Picked up:

		Dogs	Cats
ANIMAL QUARANTINES	L. Number of 30 day quarantines for vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	
	O. Number of 30 day or 6 month quarantines not completed because the animals were euthanized.	0	
AGENCY ADMIN.	P. Number of animal control officers employed in jurisdiction	1	
	Q. Gridley-Biggs Animal Control 685 Kentucky Street, Gridley, CA 95948 530-846-4825		

Completed by:

Endorsement by local Health Officer or
Authorized representative:

Signature: Amy Burgess

Signature: _____

Name: Amy Burgess

Name (print): _____

Title: Animal Control Officer

Title: _____

Agency: Gridley-Biggs Animal Control

Agency: _____

Telephone: 530-846-4825

Telephone: _____

AFTER ENDORSEMENT
PLEASE FORWARD COMPLETED FORM TO:

Veterinary Public Health Section
California Department of Health Services
MS 7308
P.O. Box 997413
Sacramento, CA 95899-7413

PHONE: (916) 552-9740
FAX: (916) 552-9725

Biggs Monthly Animal Bite Activity

Agency: Gridley-Biggs Animal Control Monthly February, 2012

		Dogs	Cats
Animal Bite Reporting	A. Animal Bites Reported. TOTAL should be the sum of 1 and 2 below.	1	0
	1. DOG and CAT bites reported. Should equal sum of a, b, c, and d.	1	0
	a. Licensed	0	0
	b. Vaccinated only.	0	0
	c. Neither Licensed or Vaccinated	1	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported. Should equal sum of a and b.	0	0
	a. Other domestic (excluding cats.)	0	0
	b. Wild	0	0
Animal Quarantines	L. Number of 30 day quarantines for Vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for Unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for Domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	0
	O. Number of 30 day or 6 month Quarantines not completed because animals were euthanized.	0	0
Agency Administration	P. Number of animal Control Officers Employed in the jurisdiction.	1	

Prepared by: A. Burgess

A. Burgess Gridley-Biggs Animal Control
Officer

Date: March 5, 2012

685 Kentucky Street
Gridley, CA 95948
530-846-4825

Biggs Fire Department

Report on Conditions

February 2012

Biggs area Incidents	County	City
Medical Emergency	3	4
Traffic Collision	1	1
Public Assist	0	1
Total	4	6
Local area total	10	

Engine 73 also responded to structure fires in Richvale (1) and Live Oak (1) and covered the Gridley Fire Station three times (3) during the month. The combined total of responses for Engine 73 during February was fifteen (15).

The "Fire PALS" held a performance at Biggs Elementary school for several hundred Biggs and Richvale children in late February. This well received skit based program educates children about fire and life safety thru humorous performance as firefighters sing dance and act the parts. The Fire PALS (Prevention And Life Safety) do a great job and the kids retain the important info.

Firefighter II Andrew Grover has completed his Paramedic training. Congratulations Andrew. It is quite an accomplishment to complete this demanding training on time off while still meeting all of the demands of a Limited Term Firefighter II position.

Fire personnel were introduced to the "King airway" during emergency medical service training. This simple to use airway adjunct will help firefighters maintain an open airway in unconscious patients so that life saving oxygen can be administered prior to the arrival of the Advanced Life Support ambulance. Several local personnel attended Helicopter refresher training where they were updated on the local CAL FIRE Copter (Vina, Tehama County) as well as our two local Advanced Life Support copters, Enloe – Flightcare from Chico and REACH 7 from Yuba County, Linda area.

Engineer Jerry Long changed the head gasket on the 1939 Biggs fire engine. It has need replaced for a long time, having been bad for twenty years. Thanks Jerry.

ROY R. SEILER

CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

ACCOUNTANT'S COMPILATION REPORT

City of Biggs,
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of February 29, 2012. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

February 14, 2012

Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
February, 2012

Pooled Cash and Investments:

Bank of America:

General Checking Accounts	\$ 611,880.23
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Local Agency Investment Fund:

Fund Account Balance	\$ 1,588,708.23
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Total Pooled Cash and Short Term Investments	\$ 2,200,588.46
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Other Investments:

Northern California Power Authority (NCPA)

Reflects Latest Available Balance

General Operating Reserve (GOR):

Committed Reserve	\$ 98,044.00	
Available Reserve	\$ 524,602.00	
Total Reserve		\$ 622,646.00

Reflects Latest Available Balance

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement, Balancing Account, Current Balance	\$ 62,713.00
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Total Other Investments	\$ 685,359.00
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See Accountant's Compilation Report

**A PROCLAMATION
“PROCLAIMING APRIL
AS CHILD ABUSE PREVENTION MONTH”**

WHEREAS, Preventing child abuse and neglect is about supporting families by helping them build strengths so that their children can thrive, and

WHEREAS, Protective factors are the strengths that families can draw upon when life becomes difficult, and

WHEREAS, Five protective factors listed here have been proven to strengthen families and prevent child abuse and neglect:

Parental resilience;
Social Connections;
Knowledge of parenting and child development;
Concrete support in times of need; and
Social and emotional competence of children, and

WHEREAS, Knowing what these factors are makes it possible for communities to provide programs and resources to help strengthen families, and

WHEREAS, Effective family strengthening programs succeed because of partnerships created among health and human service agencies; community-based organizations, schools, and religious organizations, law enforcement and businesses, and

WHEREAS, The Butte County Child Abuse Prevention Council provides a collaborative forum for the planning and implementation of family strengthening programs, and

WHEREAS, April is recognized by the United States Congress as Child Abuse Prevention Awareness, Month,

NOW THEREFORE BE IT PROCLAIMED by the Biggs City Council that April 2012 is “Child Abuse Prevention Month” in Biggs. Further, the City Council calls upon all citizens, community organizations, health care providers, the faith community and businesses to increase their participation in community efforts to strengthen families, thereby reducing the incidence of child abuse and neglect in the City of Biggs.

Dated: March 19, 2012.

Roger L. Frith, **MAYOR**

ATTEST:

Roben Dewsnap, **CITY CLERK**

ORDINANCE NO. 393

**AN ORDINANCE OF THE CITY OF BIGGS
AMENDING THE REGULAR DAY AND THE STANDARD HOUR FOR THE
COMMENCEMENT OF REGULAR COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF BIGGS does ordain as follows:

Biggs Municipal Code section 2.10.010, entitled: Meetings - Time, is amended as follows:

The regular meetings of the city council of the city of Biggs shall be held on the second Tuesday ~~third Monday~~ of each month and at such other times during each year as may be provided by law; provided, however, that when the time of regular meeting as aforesaid shall fall on a legal holiday, then such regular day of meeting shall be the next following non-holiday week day ~~fourth Monday of the month~~. The standard hour of commencing said meetings shall be 6:30 ~~6:00~~ p.m. of said day of meeting. However, the hour of commencement may be modified for a particular meeting as appropriate.

I HEREBY CERTIFY that the above and foregoing Ordinance was introduced on the 27th day of February, 2012, and was passed and adopted by the City Council of the City of Biggs at a regular meeting thereof duly held on the 19th day of March, 2012, by the following vote, to wit:

AYES: COUNCILMEMBER: _____

NOES: COUNCILMEMBER: _____

ABSENT: COUNCILMEMBER: _____

ABSTAIN: COUNCILMEMBER: _____

ATTEST:

APPROVED:

Roben Dewsnap
CITY CLERK

Roger L. Frith
MAYOR



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: March 19, 2012 6:00PM

DATE: March 7, 2012
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator
SUBJECT: Dissolution of the Butte Basin Water Users Association (Action)

Council will consider dissolution of the Butte Basin Water Users Association.

Background:

Butte Basin Water Users Association (BBWUA) was formed in 1992 and Biggs has been a member since its inception. The BBWUA was formed in response to the 1987-92 drought. Its members include groundwater users, water districts, water purveyors, municipalities, Glenn County and Butte County. Over the years, the BBWUA took a much broader role to address water resource planning and management issues related to protecting groundwater resources, and managing the Basin's surface water and groundwater resources. However, the emergence of other water resource entities has diminished the necessity of the BBWUA. The participation in BBWUA has declined substantially and the association has failed to have a quorum since 2009.

BBWUA members are being requested to consider dissolution of the BBWUA in accordance with the provisions of Paragraph 9 of the Memorandum of Understanding Providing for the Formation and Operation of the Butte Basin Water Users Association effective January 2012. The Butte County Board of Supervisors voted in November 2011 in support of the dissolution of the BBWUA.

Attachments (2): 1. Letter for Mayor signature
2. MOU forming the BBWUA in 1992 (provided electronically)

Recommendation:

Approve dissolution of the BBWUA and authorize Mayor to sign letter indicating same to county.

Fiscal Impact:

N/A



City of Biggs

465 C Street
P.O. Box 307
Biggs, California 95917
Telephone (530) 868-5493

February 23, 2012

In accordance with the provisions of Paragraph 9 of the **MEMORANDUM OF UNDERSTANDING PROVIDING FOR THE FORMATION AND OPERATION OF THE BUTTE BASIN WATER USERS ASSOCIATION**, this shall serve as the affirmative vote of the agency listed below to dissolve the Butte Basin Water Users Association, effective January, 2012.

Dated:

Organization/Agency: City of Biggs

Roger L. Frith
Mayor

**MEMORANDUM OF UNDERSTANDING
PROVIDING FOR THE FORMATION AND OPERATION OF THE
BUTTE BASIN WATER USERS ASSOCIATION**

PREFACE

This Memorandum of Understanding (hereinafter referred to as MOU) is entered into by ground and surface water users within the Butte Basin in response to 1) the 5-year drought commencing in or about 1986 to 1992; 2) the failure to build planned additional State and Federal water storage facilities and inability to complete planned projects to accommodate the State's rapid population growth; 3) the publicly expressed opinion that the Butte Basin groundwater area is a "neglected, under utilized resource"; and 4) the need to manage the Butte Basin's surface and groundwater resources to ensure that water transfers in or outside the Basin do not adversely impact Butte Basin water users and otherwise comply with county of origin rules set forth in Water Code Sections 11128, 11460 and 10505.

This MOU is entered into by and between (a) Biggs-West Gridley Water District operating under and by virtue of Division 13 of the California Water Code (hereinafter referred to as "Biggs-West Gridley"); (b) Butte Water District operating under and by virtue of Division 13 of the California Water Code (hereinafter referred to as "Butte"); (c) the California Water Service, a private corporation regulated by the Public Utilities Commission (hereinafter referred to as "California Water"); (d) the City of Biggs, (hereinafter referred to as "Biggs"); (e) the City of Chico; (f) the City of Gridley, (hereinafter referred to as "Gridley"); (g) the County of Butte, (hereinafter referred to as "Butte County"); (h) the County of Glenn, (hereinafter referred to as "Glenn County"); (i) Durham Mutual Water District, (hereinafter referred to as "Durham Mutual"); (j) Richvale

Irrigation District operating under and by virtue of Division 11 of the California Water Code (hereinafter referred to as "Richvale"); and (k) Western Canal Water District acting under and by virtue of Division 13 of the California Water Code (hereinafter referred to as "Western Canal"). The current participants to this MOU anticipate and encourage the joinder of public agencies, municipalities, special water districts or counties which will impact the Butte-Basin subject to approval of the Working Committee as provided in this MOU.

RECITALS

A. WHEREAS, groundwater and surface water resources within the Butte Basin area are vitally important resources in that they provide the foundation to maintain current and fulfill future agricultural, domestic, municipal and industrial needs and to maintain the economic viability and prosperity of this area; and

B. WHEREAS, the purposes for the formation of this association by the participants to this MOU are: (1) the desire to determine and evaluate the Butte Basin area's existing groundwater supplies; (2) to prepare and promote groundwater management plans for the Butte Basin area Hydrologic sub-basin which would be adopted and implemented by other political agencies or entities formed for purposes of implementing the plans and vested with regulatory or management authority to provide local control of the groundwater resources of the basin; (3) to participate in ongoing development of a hydrologic groundwater model which can be used by the political entities or agencies vested with regulatory or management authority to provide information necessary to properly regulate and manage groundwater resources; (4) to determine the Butte Basin area's need for additional or improved water extraction, storage, delivery and conservation

facilities including the identification and evaluation of specific facilities and improvements which would be coordinated with existing and future public or private water districts and/or public agencies; and (5) to participate in the management of Butte Basin area groundwater quantity and quality needs by preserving, protecting and monitoring basin area groundwater extraction, distribution, allocation or exportation; and

C. WHEREAS, the participants to this MOU understand and agree that independent and uncoordinated action by water providers and users within the Basin could pit one water provider and user against another with potential adverse impacts upon all of the groundwater and surface water supplies within the Basin; and

D. WHEREAS, the participants to this MOU understand and agree that groundwater management plans for the Butte Basin area water providers, suppliers and users; are necessary to meet the needs of all beneficial users of the ground and surface water within the basin.

E. WHEREAS, the participants to this MOU understand and agree that the maintenance and use of a hydrologic groundwater model is important in the development of water plans; and

F. WHEREAS, the participants to this MOU understand and agree that this association shall have no enforceable regulatory authority over any participating members' facilities including, but not limited to, the participating members' surface or groundwater supplies; and

NOW, THEREFORE, the participants to this MOU do hereby set forth their cooperative provisions and terms as follows:

1. Preface and Recitals: The preface and recitals contained within this MOU are integrally related and made a part of this document.

2. Definitions: Whenever used in this Agreement, the following terms shall have the following meanings. The singular of any terms shall include the plural and the plural shall include the singular.

2.1. "Agreement": Means this Butte Basin Area MOU.

2.2. "Agreement Costs": Means those costs described in section 6.5 of this Agreement.

2.3. "Butte-Basin": Means the area of land overlying the Butte Groundwater Basin and all tributaries thereto geographically defined as that area within the State of California bounded on the west by the Sacramento River; on the north by the Butte-Tehama County line; on the east by the base of the Sierra Nevada Foothills and on the south by an imaginary line running due east and west through the Sutter Buttes, six (6) miles south of and parallel to the Butte-Sutter County line. This area includes portions of Butte, Glenn, Colusa and Sutter Counties.

2.4. "Participants": Means those entities that have signed and are named in this Agreement.

2.5. "Participation Funding Percentages": Means the amount of each participants funding percentage as shown in section 6.2, *et seq.*

2.6 "Technical Committee": Means a committee formed by the participants to this MOU whose primary purpose is to advise the Working Committee on the technical aspects of the water plan.

2.7"Working Committee": Means a committee comprised of the participants to this MOU whose primary purpose is to achieve the objectives of improved basin management and to generally supervise all committees formed pursuant to this MOU.

2.8“Governing Bodies”: Means the executive management of California Water Service and the legislative bodies and/or directors of the other participants.

3. Objectives, Cooperation and Implementation:

3.1. The Participants to this MOU agree that basin management should be developed with the following objectives:

3.1.1. To conserve, manage and protect water resources in order to maintain current and fulfill future agricultural, municipal, residential, and industrial water needs while maintaining water quality standards and the environmental resources of the Butte Basin Area.

3.1.2. To determine the hydrology of the Butte Basin by means of a hydrologic model; which will help define the Butte Basin water resources.

3.1.3. To promote local management of Butte Basin area water resources by encouraging coordinated action by public water agencies, private water agencies and water users utilizing the data contained within the hydrologic model as a basis for maintaining and monitoring the basin's groundwater quantity and quality and avoiding the problem of an unreplenished depletion of the basin's water supply which could cause subsidence and/or cones of depression.

3.1.4. To encourage the use of a hydrologic model as one of the tools to manage the Butte Basin's groundwater supply.

3.2. Basin management shall address, among other things, the following:

3.2.1. The Butte Basin's existing and future water quantity and quality needs.

3.2.2. The existing groundwater and surface water supplies, including the nature and extent of the groundwater basins and sub-basins within the Butte Basin.

3.2.3. The need for additional or improved water extraction, groundwater recharge, storage, delivery and conservation facilities, including the identification and evaluation of specific facilities and improvements.

4. THE COMMITTEES:

4.1. Water Plan Working Committee: The Butte Basin Water Users Association's Working Committee shall have officers and conduct its business in accordance with the following:

4.1.1. Selection to the Committee: Each participant shall appoint one regular member and one alternate to the Working Committee, and shall designate its regular member and alternate in the resolution approving this MOU and shall give notice to the other participants of such designation. All members or alternate members of the Working Committee shall be members of the respective governing bodies of the participants or shall be designated as the participants' member of the Working Committee by that participants' governing body. Any member of a respective participant's governing body or a participants' governing body's designee may sit in the absence of that particular governing body's regular member or designee to the Working Committee.

4.1.2. Officers: The Working Committee may alter the duration of the terms of existing officers of this Association upon receiving a majority vote of the members present. A chair and vice-Chair shall be elected by the Working Committee members on the first regular meeting of the committee each calendar year. The chair shall be responsible for calling

and presiding over meetings of the Working Committee and shall notify committee members of scheduled meetings of the Working Committee.

(a) Regular meetings of the Working Committee shall be held six times each calendar year at a time, day and place established by the Working Committee subject to change upon a majority vote of members of the committee.

(b) The Working Committee shall prescribe such other procedures for the conduct of its business as it deems appropriate.

4.1.3. Quorum: A quorum of the Working Committee members, for purposes of this MOU, shall be the number that represents a majority (1/2 plus 1) or more of the participants except that less than a quorum may adjourn meetings of the Working Committee.

4.1.4. Voting: Each participant shall have one (1) vote on the Working Committee and in order to be valid, any action, determination or finding of the Working Committee shall require a majority vote of the members present.

4.1.5. Duties and Responsibilities: The Working Committee shall have the following duties and responsibilities:

(a) Develop and approve annual and long-range goal designed to achieve the objectives of the association, approve all amendments thereto and contract for and on behalf of the Butte Basin Water Users Association upon any subject deemed appropriate including, but not limited to, expending budgeted funds on behalf of the participants to obtain services, studies, equipment and supplies necessary for the Butte Basin Water Users Association.

- (b) Approve proposed revisions to the financial budget not requiring a participant's legislative body's approval.
- (c) Recommend for approval by the governing bodies of the participants the annual financial budget.
- (d) Monitor basin management activities.
- (e) Provide liaison among the participants.
- (f) Exercise general supervision over the technical committee and any other committee or subcommittee established under section 4.3 below.

4.2. Technical Committee:

4.2.1. Advice: The Technical Committee shall advise the Working Committee on technical issues including, but not limited to, engineering, hydrology, and environmental matters.

4.2.2. Representatives: Each participant may appoint a representative and an alternate to serve on a technical committee. Otherwise, the officers of the committee shall be the same as provided for the Working Committee in paragraph 4.1, *et. seq.*

4.2.3. Data: Each participant agrees to provide appropriate data on its water resources and use as required by the Technical Committee or the Working Committee.

4.3. Other Committees: The Working Committee may establish other committees or subcommittees, including, but not limited to, legal, environmental, and public information committees. The membership of each such committee or subcommittee shall be determined by the

Working Committee and each such committee or subcommittee shall be responsible to the Working Committee.

5. Working Committee Budget and Costs:

5.1. Budget: The Working Committee shall approve or revise the proposed budget and then distribute the proposed budget to each participant on or prior to July 1 of each year. The respective governing bodies of the participants to this MOU shall review the financial budget of the Working Committee on or prior to October 1 of each year and notify the Working Committee that the respective participant has allocated or appropriated that respective participant's contribution to the Working Committee budget on or prior to the 15th of October of each year. The Working Committee shall then adopt an approved budget and have it in place and effect by January 1 of the forthcoming year as approved by the participants to this MOU.

5.2. Allocation of Funds: The Working Committee shall have the authority to shift the allocation of funds from one budget category under the financial budget to another budget category or categories so long as the total amount of the annual budget is not increased.

5.3. Budget Increases: Increases in the total amount of the financial budget must be approved by the governing bodies of the participants representing two-thirds (2/3's) of the Working Committee.

5.4. Failure to Pay: If any participant fails to pay its respective share of any annual budget or budget increase when due, whether or not the participants governing body voted for or against the annual budget or the

budget increase, then the participant shall be ineligible to vote on any subject or issue unless such failure is excused by the Working Committee.

5.5. Costs: Costs shall include all costs properly incurred and approved by the Working Committee.

5.6. Non-reimbursable Costs: Costs incurred by any participant to this MOU in connection with any functions of the Working Committee, the Technical Committee, or any other committee established by the Working Committee, and expenses of its personnel while performing such functions, including, without limitation, the regular and alternate members appointed by a participant to any committee unless receiving prior approval of the Working Committee are non-reimbursable costs.

6. Payment of Water Plan Work Costs and Advancement of Funds:

6.1. Funding and Voting: "The participants agree to fund the development and implementation of the terms and provisions of this MOU as set forth in paragraphs 3 and 4 herein. The annual water plan work costs payable by the participants shall be determined by the Working Committee. Funding contributions are subject to call provided that the participants to this MOU agree. Contributions by the participants hereto shall be paid upon a call made by the Working Committee.

6.2 Basis of a Participant's Percentage Contribution for Funding: All participants to this MOU understand and agree that the basis for the current funding of this agreement is to assist the Butte Basin Water Users Association in conserving, protecting and managing the Butte Basin area groundwater quantity and quality needs. Each participant will contribute on a per acre per year basis to fund annual operation should the participant be predominantly agricultural in terms of water

service supplied to its members. Each participant will contribute on a per connection per year basis to fund annual operation should the participant be residential, municipal and industrial in terms of water services supplied to its members.

The funding amounts will be agreed to by the members and the Working Committee annually. The funding percentage may be modified from time to time, by the Working Committee based on changing circumstances.

BIGGS WEST GRIDLEY WD	11.30%
BUTTE WATER DISTRICT	7.80%
CALIF WATER SERVICE CO.	16.40%
CITY OF BIGGS	1.40%
CITY OF CHICO	1.00%
CITY OF GRIDLEY	2.10%
COUNTY OF BUTTE	12.05%
COUNTY OF GLENN	12.05%
DURHAM MUTUAL WD	1.40%
RICHVALE IRRIGATION DIST.	12.50%
WCWD	22.00%
TOTAL	<u>100.00%</u>

6.3. Modification of Participants: The Working Committee's alteration and/or modification of the funding contribution percentages and/or voting percentages for any or all of the participants shall be subject to approval by two-thirds (2/3's) vote of the members of the Working Committee with each member having one vote. Any new participant to this agreement shall also be required to first receive approval of two-thirds (2/3's) of the members of the Working Committee.

6.4. Several Payment Obligation: Each participant severally agrees to pay the participant's participation percentage of annual costs under this agreement.

6.5. Time of Annual Payment: Each participant shall advance its participation percentage share of the annual budget not later than sixty (60) days following the call date established by the Working Committee. The funds may be deposited into an interest bearing account which interest shall accrue to the benefit of the Butte Basin Water Users Association.

7. Relationship of Participants:

7.1. Each Participant's Action is Independent of the Other:
The obligation of each participant to make payments under the terms and provisions of the MOU is a several obligation and not a joint obligation with those of the other participants. Each participant shall be individually responsible for its own covenants, obligations and liabilities under this MOU. No participant shall be under the control of or shall be deemed to control any other participant or the participants collectively. No participant shall be the agent of or have the right or power to bind any other participant without its express written consent, except as expressly provided in this MOU.

7.2. No Creation of a Joint Powers Agency: The participants agree that by this MOU they do not intend to provide for the creation of an agency or entity which is separate from the participants pursuant to Chapter 5 (commencing with section 6500) of Division 7 of Title I of the Government Code, relating to the joint exercise of powers. The Working Committee is a part of the Butte Basin Water Users Association and shall not have the power in its own name, to do any of the following: To make and enter into contracts; to manage, maintain or operate any building, works or improvements; to acquire, hold or dispose of property; to expend budgeted monies on behalf of the association, liabilities or obligations; or to

sue or to be sued in its own name. Paragraph 4.1, *et seq.*, provides for the powers of the Working Committee acting on behalf of the Butte Basin Water Users Association.

8. Term of this MOU: The term of this MOU shall commence upon the execution of the MOU by the participants hereto and shall terminate upon the voluntary dissolution by the participants hereto. Upon voluntarily dissolving this association as provided in the MOU, the Working Committee shall determine the assets and liabilities to the association; make every effort to satisfy all obligations within sixty (60) days of the association's decision to voluntarily dissolve and then distribute the remaining fund balance equitably to each participant in accordance with its participating percentage to this MOU.

9. General Provisions Governing MOU:

9.1. Invalidity of Any Term Not to Invalidate the Entire Memorandum: In the event that any of the terms, covenants or conditions of this MOU or the application of any such term, covenant or condition shall be held invalid as to any participant, person or circumstance by any court of competent jurisdiction, all other terms, covenants or conditions of this MOU and their application shall not be effected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.

9.2. Construction of Terms: This MOU is for the sole benefit of the participants and shall not be construed as granting rights to any person other than the participants or imposing obligations on a participant to any person other than another participant.

9.3. Good Faith: Each participant shall use its best efforts and work whole-heartedly and in good faith for the expeditious completion of

the objectives of this MOU and the satisfactory performance of the terms and provisions contained herein.

9.4. Non-detailed Performance of Terms: Whenever any act is required to be performed under this MOU, and the manner in which such act is to be performed is not otherwise specifically detailed, such act shall be performed in a diligent and timely manner.

9.5. Time: "Time is of the essence" with reference to all provisions of this MOU.

9.6. Withdrawal or Termination: Any participant may terminate membership and withdraw from this association upon first providing thirty (30) days notice of termination to the association. Provided that, if the participant member does not allocate the respective participant member's pro rata share of the financial budget of the Association/Working Committee on or prior to October 1 of each year, said participant has the right to terminate membership and withdraw from the association and shall surrender any interest it may have in association assets. A participant member's access to and use of association assets including, but not limited to, the development and use of a hydrological model as provided for herein shall be determined by the Working Committee.

9.7. Amendment: This MOU may be amended by first receiving approval by at least two-thirds (2/3's) of the participants' voting percentages as provided herein and subsequently executed by a written instrument duly executed by all of the participants hereto.

9.8. Counterpart Execution: This MOU may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.9. Governance: Except as otherwise required by law, this MOU is made under and shall be governed by the laws of the State of California.

9.10. Reasonable Delivery of Documents: Each participant agrees upon request by the Water Plan Coordinator or by the Water Plan Committee, to make, execute and deliver any and all documents reasonably required to implement this MOU.

9.11. Independent Terms: Each term, covenant and condition of this MOU is deemed to be an independent term, covenant, and condition, and the obligation of each participant to perform all of the terms, covenants and conditions to be kept and performed by all participants is not dependent on the performance by any other participant of any or all of the terms, covenants and conditions to be kept and performed by such other participant.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the participant for whom he/she signs.

DATED: _____
BIGGS-WEST GRIDLEY WATER DISTRICT

DATED: _____
BUTTE WATER DISTRICT

DATED: _____
CALIFORNIA WATER SERVICE

DATED: _____
CITY OF BIGGS

DATED: _____
CITY OF GRIDLEY

DATED: _____
COUNTY OF BUTTE

DATED: _____
COUNTY OF GLENN

DATED: _____
DURHAM MUTUAL WATER DISTRICT

DATED: _____
RICHVALE IRRIGATION DISTRICT

DATED: _____
WESTERN CANAL WATER DISTRICT